

1 **BILL NO. S-96-01-08**

2 **SPECIAL ORDINANCE NO. S-14-96**

3 **AN ORDINANCE** certifying and approving the
4 need for the services of a consultant to provide
5 professional engineering services to do the
6 preliminary and final design of the relief sewer
7 for the North Maumee Sanitary Sewer
8 Interceptor for the City of Fort Wayne through
9 its Board of Public Works.

10 **WHEREAS**, the City of Fort Wayne through its Board of
11 Public Works desires to have professional engineering services to do the
12 preliminary and final design of the relief sewer for the North Maumee
13 Sanitary Sewer Interceptor; and

14 **WHEREAS**, the City of Fort Wayne does not have the
15 capability of performing this work with in-house forces; and

16 **WHEREAS**, the Board of Public Works believes that there is
17 a need to employ a consultant to perform this service; and

18 **WHEREAS**, it is anticipated that the amount to be paid to said
19 consultant, on an annual basis, will be in excess of \$100,000.00.

20 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
21 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

22 **SECTION 1.** The Common Council of the City of Fort Wayne
23 hereby certifies and approves the need for the services of a consultant to
24 provide professional engineering services to do the preliminary and final
25 design of the relief sewer for the North Maumee Sanitary Sewer Interceptor
26 by and through the City of Fort Wayne Board of Public Works.
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SECTION 2. This Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Thomas E. Hayhurst
Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Henry,
and duly adopted, read the second time by title and referred to the
Committee on Finance (and the City Plan Commission
for recommendation) and Public Hearing to be held after due legal notice, at
the Common Council Council Conference Room 128, City-County Building, Fort
Wayne,, Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock
M., E.S.T.

DATED: 1-23-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,
and duly adopted, placed on its passage. PASSED
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS	<u>✓</u>			
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 2-13-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 8-14-96
on the 13th day of February, 1996

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

DD Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 14th day of February, 1996,
at the hour of 10:30 o'clock P, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of February,
1996, at the hour of 5:00 o'clock P, M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

MEMORANDUM

TO: Common Council Members

FROM: Patrick W. Callahan, Manager WPC Engineering

DATE: January 23, 1996

RE: Introduction of an Ordinance certifying and approving the need for the services of a consultant to provide professional engineering services to do the preliminary and final design of the relief sewer for the North Maumee Sanitary Sewer Interceptor.

The North Maumee Interceptor was identified in the City's recently completed Master Plan as undersized for the flow it is currently receiving. On July 20, 1995 the Fort Wayne Water Pollution Control Utility acquired the services of Bonar & Associates Inc. to design a relief sewer for this North Maumee Interceptor. The first Phase of this design process was to do a study of alternatives and alternative routes for this Relief Sewer. Three public meetings were held during this first Phase to gain public input and to inform the public of the problem with the Interceptor. This First Phase has been accomplished. Their current contract covered this first phase and was not to exceed \$23,000.00.

Phase II of the process is the Preliminary Design Phase and is identified in Addendum # 1. In this Phase, the consultant will begin acquiring physical data on the route selected. The consultant will take this information and relate it to the selected route to see if any major conflicts exist. A Preliminary Design along this route will then be presented, for approval. Addendum # 1 identifies the contractual obligations for Phase II, and is not to exceed \$75,000.00.

Phase III of the process is the Final Design Phase. At the end of this Phase the Plans and Specification will be ready for bidding. Addendum #2 discusses the contractual obligations for Phase III, and is not to exceed \$90,000.00.

The current contract covers Phase I, it is anticipated that Bonar & Associates Inc. will be involved in Phase II and Phase III yet this year and that would bring their total contract to more than \$100,000.00 for the year. The cost of this contract will be paid from Sewer Utility Revenues.

DIGEST SHEET

TITLE OF ORDINANCE ORDINANCE/CONSULTANT

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONSULTANT WOULD PROVIDE PROFESSIONAL
ENGINEERING SERVICES TO DO THE PRELIMINARY AND FINAL DESIGN OF THE
RELIEF SEWER FOR THE NORTH MAUMEE SANITARY SEWER INTERCEPTOR.

EFFECT OF PASSAGE CONSULTANT MAY BE HIRED.

EFFECT OF NON-PASSAGE CONSULTANT CANNOT BE HIRED AND PROJECT
WILL NOT BE COMPLETED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) _____

ASSIGNED TO COMMITTEE (PRESIDENT) _____

ADDENDUM #1

The following shall be considered Addendum #1 and become an integral part of the contract for design of a relief sewer for the North Maumee Sanitary Sewer, between the City of Fort Wayne and Bonar & Associates, Inc. The following shall be added to Exhibits A and B to the original Agreement between OWNER and ENGINEER for Professional Services, dated July 17, 1995.

EXHIBIT A

A2.0.1. General -- Phase II.

Phase II is comprised of the "Preliminary Design Phase" described in Section 2 and this Exhibit A.

The project recommended under Phase I for design under Phase II consists of the following items:

- A diversion structure at the Stellohorn Road/Goeglein Road intersection.
- A 24" gravity sewer line running south from the diversion structure along Goeglein Road to the Trier Road intersection, then east along Trier Road to the intersection with the existing interceptor.
- A diversion structure near the San Pedro Drive/Trier Road intersection.
- A 36" gravity sewer line continuing east along Trier Road to a point approximately 1400' east of Goeglein Road.
- A 36" gravity sewer line heading south from this point within a proposed utility easement to the Maysville Road/Long Road intersection. Continuing south along Long Road to a point east of existing manhole number X18-03, and west within a proposed utility easement to the intersection with the existing interceptor.
- A 36" gravity sewer line running southwest and parallel to the existing interceptor.
- An inverted siphon under Bullerman Ditch.
- A 36" gravity sewer line connecting to the existing interceptor at a proposed manhole structure immediately south of the existing siphon structure at Bullerman Ditch.

A2.2. Preliminary Design Phase.

A2.2.1. During the Preliminary Design Phase, ENGINEER shall:

- A2.2.1.1. Provide field survey for design purposes, develop drawings which depict existing field conditions and design preliminary layout of a new relief sewer and diversion structures. Preliminary cost estimates will be developed and reviewed concurrent with preliminary design plans with OWNER at end of Preliminary Design Phase.
 - A2.2.1.1.1. Review available information for location of local Bench Marks and property markers.
 - A2.2.1.1.2. Determine property ownership for any property that fronts on the project based on suggested alignment.
- A2.2.1.2. Prepare site plan and profile of survey line.
- A2.2.1.3. Prepare plans to have consistent scale and centerline stationing, with scales at 1" = 5 foot vertical, 1" = 20 foot horizontal.
- A2.2.1.4. Prepare drawings on Autocad Release 12.
- A2.2.1.5. Engineer may recommend the services of an independent testing laboratory to perform soils investigations. If soils investigations are authorized by OWNER, ENGINEER is responsible for acquiring estimates for work from independent testing laboratory and issuing notice to testing laboratory to begin investigations. Payment for soil investigation to be paid for as additional services.
 - A2.2.1.5.1. Determine the number and location of soil borings (if needed) based on the suggested project alignment
 - A2.2.1.5.2. Review subconsultant analyses of samples and boring logs (if needed).
 - A2.2.1.5.3. Review foundation design criteria together with subconsultant's geotechnical report.
- A2.2.1.6. Utilize Chapter 20 of the current recommended standards for wastewater facilities.

A2.2.2. Three sets of ENGINEER's Preliminary Design documentation, including design plans and information related to Project, will be submitted.

A2.2.2.1. Perform mapping of subsurface utilities based upon utility company records. If the subsurface utilities appear to conflict with the proposed sewer facilities, this preliminary mapping will be field verified after final alignment selection and during the preparation of Final Plans and Specifications. This field verification will be accomplished by ENGINEER contacting the utility companies, by the utility companies marking the location of their utilities in the field, and by ENGINEER surveying those locations.

In the course of rendering services under this Agreement, ENGINEER shall have the unconditional right to rely on the accuracy, adequacy and completeness of any and all information, reports, surveys, markings or other data prepared by or obtained from utility companies or their agents as regards the nature, characteristics, condition, line, grade, or location of subsurface utility structures and services, and shall not be liable for the consequences of any omissions, defects, inaccuracies or inconsistencies in such information.

A2.2.2.2. Prepare preliminary design drawings showing the recommended alignment and gradient of the proposed sewer. The preliminary design plans will show the location of known subsurface features, surface features, property ownership, and necessary easements. The preliminary design plans will also show the location of proposed manholes, encasements, jacking pits and other special construction, if necessary. Constructability issues will be discussed at this time.

A2.2.3. The ENGINEER will endeavor to submit the Preliminary Design documentation to OWNER within forty five (45) calendar days following written authorization from OWNER to ENGINEER to proceed with the Preliminary Design Phase, or as otherwise scheduled by mutual agreement, subject to extensions or delays, not due to the fault of ENGINEER.

A2.2.4. The following services listed in Section 3, "Additional Services", are hereby specifically deleted from that Section and will be performed or furnished by ENGINEER as part of Basic Services in the phase(s) identified below:

A2.2.4.1. The portion of paragraph 3.1.15 that reads "Providing field surveys for design purposes."

A2.2.5. The following services listed in Section 4, "OWNER's Responsibilities", are hereby specifically deleted from that Section and will be performed or furnished by ENGINEER as part of Basic Services in the phase(s) identified below:

A2.2.5.1. The portion of paragraph 4.4.5 that reads furnished as requested by ENGINEER "field surveys for design purposes".

A2.2.6. Section 2, "Basic Services of ENGINEER", is hereby amended or supplemented to provide that the following services will be performed or furnished by ENGINEER as part of Basic Services in the phase(s) identified below:

A2.2.6.1. ENGINEER's Basic Fee includes the following meetings: Preliminary Plan Presentation to city staff and one Public Meeting. Additional meetings shall be treated as Additional Services and be paid for on an hourly basis as described in Section 6.1.2.

A2.2.6.2. The following sections shall be included as part of the Basic Services:

a. Provide field surveys for design purposes only, as described in paragraphs 3.1.15 and 4.4.5.

A2.2.7. Paragraph 4.6 in Section 4, "OWNER's Responsibilities", is hereby changed to read: ENGINEER will make needed notifications to property owners for intent to conduct survey. OWNER will assist ENGINEER in any case where property owner refuses entry to his/her property.

EXHIBIT B

B6.1. Methods of Payment for Services and Expenses of ENGINEER

B6.1.1.2. OWNER shall pay ENGINEER for Basic Services a lump sum fee of \$75,000.00 (Seventy-Five Thousand Dollars) for Phase II services of ENGINEER.

Phase II is comprised of the "Preliminary Design Phase" described in Section 2 and Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum #1 to be effective on the date written below.

OWNER: CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

David B. Smith
James L. Smith
James B. Smith
1-17-96

ENGINEER: BONAR & ASSOCIATES, INC.

By: *J. W. Edwards*
Title: *Vice President*

ADDENDUM #2

The following shall be considered Addendum #2 and become an integral part of the contract for design of a relief sewer for the North Maumee Sanitary Sewer, between the City of Fort Wayne and Bonar & Associates, Inc. The following shall be added to Exhibits A and B to the original Agreement between OWNER and ENGINEER for Professional Services, dated July 17, 1995.

EXHIBIT A

A2.0.2. General -- Phase III.

Phase III is comprised of the "Final Design Phase", "Bidding or Negotiating Phase", "Construction Phase", and "Operational Phase" described in Section 2 and this Exhibit A.

A2.3. Final Design Phase.

A2.3.1. During the Final Design Phase,

A2.3.1.1. Final plans and specifications will be completed from review comments of preliminary design review by OWNER. ENGINEER will prepare permit application and required information for OWNER in submitting required permit applications. OWNER shall pay all permit application fees.

A2.3.1.2. ENGINEER'S time estimates are subject to the review, decisions, and directions from the OWNER, IDEM and other parties having a decision-making role in the Project. Should any of these parties need additional time, then ENGINEER's time estimates shall be adjusted accordingly.

A2.3.1.3. ENGINEER shall prepare special provisions and bid quantities which will be included in the City's bid documents.

A2.3.1.4. ENGINEER shall present the final design to city staff in a Final Design Presentation Meeting .

A2.3.2. The following services listed in Section 2.3 "Final Design Phase", are hereby specifically amended,

A2.3.2.1. Those sections of Paragraph 2.3.1 that refer to the "Construction Specifications Institute" specifications are deleted.

A2.3.2.2. Paragraph 2.3.4. is deleted.

A2.3.2.3 Paragraph 2.3.5. is deleted.

A2.3.3. Three sets of final contract documents, including construction drawings, special provisions and bid quantities will be submitted to OWNER. The construction drawings will consist of a title drawing, general location drawing, plan/profile drawings, siphon design drawings, diversion structures design drawings, road repair and restoration drawings, miscellaneous sewer construction detail drawings, and other drawings as necessary to complete the project.

The detailed construction specifications shall be in accordance with and adhere to City of Fort Wayne Water Pollution Control Engineering Department Specifications and Standards drawings adopted April 26, 1989.

Upon approval of these documents a computer file copy of the final drawings on Autocad Release 12 and a computer file copy of the specifications on WordPerfect Release 6.1 will be delivered to the OWNER.

A2.3.4. The ENGINEER will endeavor to submit the Contract Documents to OWNER within thirty-five (35) calendar days following written authorization from OWNER for ENGINEER to proceed with the Final Design Phase, or as otherwise scheduled by mutual agreement, subject to extensions or delays, not due to the fault of ENGINEER.

A2.3.5. Should easements or rights-of-way be required, ENGINEER shall prepare plat drawings and legal descriptions of said easement and right-of-way acquisition. Time spent in the preparation of these plat drawings and legal descriptions shall be treated as a part of Additional Services.

A2.3.6. The number of prime contracts for the sewer project designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one.

A2.4. Bidding or Negotiating Phase.

A2.4.1. The following services listed in Section 2.4 "Bidding or Negotiating Phase" are hereby specifically amended,

A2.4.1.1. Paragraph 2.4.1. is deleted except that ENGINEER will attend the pre-bid conference.

A2.4.1.2 Paragraph 2.4.4. is deleted.

A2.5. Construction Phase

A2.5.1. The following services listed in Section 2.5 "Construction Phase" are hereby amended,

A2.5.1.1. Paragraph 2.5.1. is deleted.

A2.5.1.2. Paragraphs 2.5.2., 2.5.2.1. and 2.5.2.2. are deleted.

A2.5.1.3. Paragraph 2.5.3. is deleted.

A2.5.1.4. The last sentence of Paragraph 2.5.4. is deleted. A new last sentence is added to Paragraph 2.5.4. to read: "ENGINEER shall make site visits as necessary in regard to these clarifications and interpretations."

A2.5.1.5. Paragraph 2.5.5. is deleted.

A2.5.1.6. Paragraph 2.5.8. is deleted.

A2.5.1.7. Paragraph 2.5.9. is deleted.

A2.5.1.8. Paragraphs 2.5.10., 2.5.10.1. and 2.5.10.2. are deleted.

A2.5.1.9. Paragraph 2.5.11. is deleted.

A2.5.1.10. Paragraph 2.5.12. is deleted.

A2.5.1.11. Paragraph 2.5.13. is deleted.

A2.5.1.12. Add the following Paragraph 2.5.16. "In company with OWNER, ENGINEER will visit the project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work."

A2.5.2. It is expressly understood and agreed that OWNER shall bear full and complete responsibility for the proper and timely performance of all services deleted from ENGINEER's Basic Services, as set forth or referred to in the foregoing paragraphs, and that OWNER shall assume all duties, responsibilities and authority in respect thereof. OWNER shall cause all such deleted services to be performed in a proper and timely manner so as not to delay, impede or interfere with the services of ENGINEER. Furthermore, ENGINEER shall not be liable to the OWNER, Contractor or third party by reason of OWNER's assumption or undertaking to perform such services. The respective Construction Phase services allocated between the ENGINEER and OWNER and the duties, responsibilities and authority of OWNER in respect of such services shall be fully and accurately disclosed to bidders and contractor by Bidding and Contract Documents prepared by OWNER.

A2.6. Operational Phase.

A2.6.1. Section 2.6 "Operational Phase" is deleted in its entirety.

A2.7. ENGINEER's Basic Fee includes the following meetings: final plan presentation meeting, pre-bid conference, pre-construction conference, and project close-out site visit. Additional meetings shall be treated as Additional Services and be paid for on an hourly basis as described in Section 6.1.2.

EXHIBIT B

B6.1. Methods of Payment for Services and Expenses of ENGINEER

B6.1.1.3. OWNER shall pay ENGINEER for Basic Services a lump sum fee of \$90,000 (Ninety Thousand Dollars) for Phase III services of ENGINEER.

Phase III is comprised of "Final Design Phase", "Bidding or Negotiating Phase", "Construction Phase" and "Operational Phase" described in Section 2 and Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum #2 to be effective on the date written below.

OWNER: CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

David Busch

James Green

Lucy B. Maffey

1-17-96

ENGINEER: BONAR & ASSOCIATES, INC.

By: *JE W Edwards*

Title: *Vice President*

BILL NO. S-96-01-08

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) certifying and approving
the need for the services of a consultant to provide professional engineering
services to do the preliminary and final design of the relief sewer for
the North Maumee Sanitary Sewer Interceptor for the City of Fort Wayne through
its Board of Public Works

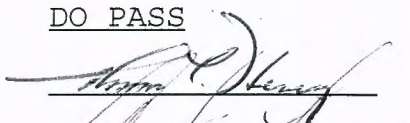
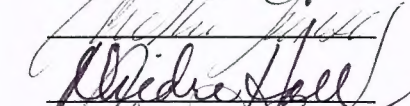
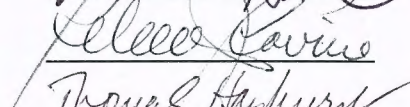
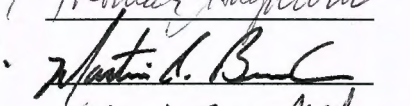
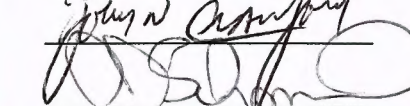


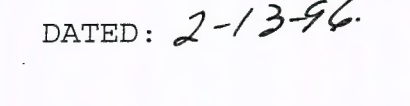

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
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DATED: 2-13-96

Sandra E. Kennedy
City Clerk